

U.S. Department of Commerce
COMMERce Information Technology Solutions

COMMITTS

PROGRAM MANAGEMENT AND ORDERING GUIDE

DRAFT

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FACTSHEET

COMMITTS PROGRAM OFFICE DIRECTORY

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COMMITTS Introductory Memo

(Marketing Team Product)

COMMITTS Program Office Directory

Program Staff		Telephone	Email
Acting Program Manager	Douglas Clift	202-482-8335	dclift@doc.gov
Technical Support	Ruby May	202-482-4748	rmay@doc.gov
Outreach & Strategic Planning	Jim Sullivan	202-482-5929	jsullivan@doc.gov
Contracting	Tina Burnette	202-482-7426	tburnette@doc.gov
Systems Support	Mike Locklar	202-482-4728	mlocklar@doc.gov

Board of Directors

Chief Information Officer
Procurement Executive
OSDBU Director

Section 1 - Program Overview

1.1 OVERVIEW

The COMMERCE Information Technology Solutions (COMMITTS) program provides a Government-Wide Acquisition Contract (GWAC) vehicle to satisfy information technology requirements that are appropriate to be performed by small, small disadvantaged, 8(a), and women-owned small businesses. To accomplish this objective, the program utilizes indefinite delivery/indefinite quantity (ID/IQ) multiple award task order contracts under the statutory authority of the Clinger-Cohen Act. The COMMITTS program is designed to accomplish three objectives: 1) provide top quality IT solutions to meet an organization's mission, 2) utilize a streamlined acquisition methodology, and 3) provide a talented pool of small, small disadvantaged, 8(a), and women-owned small business contractors capable of meeting federal agency's IT requirements.

The COMMITTS' contractors provide information technology solutions in three major functional areas:

- Information Systems Engineering (ISE) Support Solutions
- Information System Security (ISS) Support Solutions
- Systems Operations and Maintenance (SOM) Support Solutions

A reality of today's post acquisition reform environment is that many IT requirements that traditionally were publicly announced are now being met through task and delivery order contracts. Many small businesses are not aware of these requirements and have not had the opportunity to compete. This trend has stifled the ability of small businesses to develop the skill and experience to grow and mature. Small businesses, the bedrock of America's competitiveness, are an essential element of the economic infrastructure; it is in the Commerce Department's interest and mission to provide small business with this type of contracting opportunity. Through COMMITTS, the Department of Commerce "*levels the playing field*" by providing a small business GWAC that makes it as convenient to place an order with a high quality small business as it currently is with large contractors.

COMMITTS provides an efficient and effective means of awarding tasks to small businesses, while at the same time supporting the Department of Commerce's mission of increasing contracting opportunities for small, small minority, and women-owned small businesses. As such, the COMMITTS GWAC fills an important need and greatly assists the Department of Commerce and the federal government in meeting an important economic objective and performance measure. At the same time, this initiative assists the federal government with acquiring essential information technology requirements utilizing high quality performance-focused contractors.

1.2 PROGRAM

This guide establishes the procedures required to effectively manage the COMMITTS program, and defines the respective roles and responsibilities of the major parties involved in making COMMITTS a value-added resource. The guide and procedures apply to all COMMITTS GWAC customers and contractors.

1.3 COMMITTS CONTRACTORS

The Department of Commerce awarded 29 contracts for IT services, a summary of contractor participation in each functional area follows:

Functional Area	Participating Contractors	Business Type			
		S	SDB	8(a)	WOSB
Information Systems Engineering	22	5	4	9	4
Information System Security	8	N/A	N/A	6	2
Systems Operations & Management	16	1	3	9	3

A listing of COMMITTS prime contractors may be found in [Appendix A](#) to this guide.

1.3 WAIVERS TO GUIDE REQUIREMENTS

Waivers to procedures outlined this guide must be approved by the COMMITTS Program Office. This authority is not re-delegable. Requests for waivers, and the rationale underlying each request, must be submitted to the COMMITTS Program Manager at the address shown in [Part 3.1.3](#), prior to using an alternate process or acquisition system.

1.4 LIVING DOCUMENT

While the acquisition methodologies and procedures detailed in this guide represent COMMITTS' current business process, over time, these processes will be refined. Lessons-learned and more efficient and effective business practices will be incorporated into the COMMITTS guide as needed.

Numbered and dated revisions to this guide will be posted on the COMMITTS homepage. In addition, all customers and contractors will be notified via E-mail of posted changes to the guide.

Section 2 – Program Policies

2.1 COMMITTS GWAC PROFILE

2.1.1 A Small Business GWAC. The COMMITTS program provides a valuable service that is not currently being met by other federal contract vehicles. The primary business focus of COMMITTS is to provide the federal sector with exceptional, high quality small businesses that deliver outstanding information technology solutions. By focusing on past performance and quality recognition and certifications, Commerce selected award-winning contractors with credentials that attest to the quality of their work. Through this approach the COMMITTS program offers a unique and very high quality source of information technology services that complements existing GWAC sources in the federal sector.

2.1.2 Solutions Based Task Orders. COMMITTS implements a true solution based structure. Under this structure, the contracts allow flexibility to add labor rates and categories to each task order as deemed necessary by the COMMITTS client or contractor. The contracts do not contain pre-established line items for labor, equipment or software. The COMMITTS' solution approach does not limit the contractors to predefined contract line items. For each fair-opportunity task order competition, the COMMITTS' contractors are free to identify and propose the best solution.

2.1.3 Performance Based Work Statements. To complement the solutions-based task order structure of COMMITTS, performance-based work statements (PWS) are preferred under all COMMITTS task orders. The focus of the COMMITTS program is to deliver high quality IT products and services, PWS's allow the client to focus on just that. The client expresses to the contractors what they want the system to do or what the desired outcome is, and the contractor proposes a solution that will meet that need. Performance measures written into the PWS measure the success of the contractor in meeting that client objective.

The COMMITTS program office provides assistance to its clients in developing PWS'. In addition, the COMMITTS program office assists its clients in carefully tracking contractor deliverables to ensure a consistently high level of performance and customer satisfaction. (See [Part 4.2.1](#) for more information about performance-based work statements.)

2.1.4 Agency Customers Receive Small Business Credit. Agencies that place orders against the contract receive credit for the appropriate category of small business contracting. This is a significant advantage to federal agencies. The COMMITTS contractors, with their recognized quality credentials, provide a low risk alternative for competitive IT acquisitions.

2.1.5 Quality Assurance. The program office administers a post-task order award program to ensure contractor quality and monitor customer satisfaction metrics. These services are provided as an aid to COMMITTS' clients, but do not substitute for each client's task order management responsibilities.

2.1.6 Agency Partnership Agreements. The COMMITTS program office also manages an aggressive outreach program to encourage all federal agencies to place orders against its contracts. Through close coordination with the Small Business Administration (SBA), other agencies' Procurement Executives, Chief Information Officers, Small Business Specialists,

and acquisition officials the COMMITTS program office can provide federal agencies with partnership agreements that streamline use of the COMMITTS small business GWAC.

These partnership agreements are codified through memorandums of understandings (MOU) that encourage use of the COMMITTS contracts to the maximum extent practicable within a given agency. Under these partnering agreements, the signatory agency agrees to actively seek tasks that would be appropriate for the COMMITTS program and guarantees an estimated amount of task order awards. In return, the COMMITTS program office negotiates a lower fee structure with the agency, grants the agency delegated procurement authority and use of its streamlined acquisition, performance monitoring and customer satisfaction electronic systems.¹

2.1.7 Special Contract Authorities. COMMITTS contractors are authorized, when appropriate, to use Federal Supply Schedule contracts to take advantage of the Government's significant quantity discounts (see [Appendix B](#) for more information). Use of FSS schedules, either directly or as a benchmark, assists COMMITTS contractors competitively and with keeping costs reasonable.

2.2 CONTRACT CHARACTERISTICS

All COMMITTS contracts share the following characteristics:

- indefinite delivery, indefinite quantity (IDIQ) task order contracts
- five (5) year maximum contract term (two year base period with three one year options)
- estimated total value of the program \$1.5 billion
- solution based contract structure (no predetermined contract line items)
- four task order types are available
 - firm fixed price
 - fixed price award fee
 - cost plus fixed fee
 - cost plus award fee
- multiple year task orders are permissible
- fair opportunity competitive task order procedures are used
- focus on performance based work statements

2.3 IT SERVICES AVAILABLE

Examples of tasks that are appropriate for performance by COMMITTS' contractors include, but are not limited to:

Information Systems Engineering (ISE)

- IT Strategic Planning, Program Assessment, and Studies
- Business Process Reengineering (BPR)
- Software Life Cycle Management (SLCM)
- Software Engineering
- Software Maintenance and Licensing

¹ Within the Department of Commerce, COMMITTS is a preferred source for consideration. Commerce program managers must include the COMMITTS contracts among the potential sources considered for acquisition of IT service requirements. [See Procurement Memorandum No. 99-07.](#)

- Electronic Data Interchange (EDI), Electronic Commerce (EC)
- Support
- Independent Validation and Verification (IV&V) Support
- IT Research and Development
- Other ISE Tasks

Information System Security (ISS)

- Mainframe Automated Information Security Support
- Disaster Recovery, Continuity of Operations, Contingency Planning
- Computer Security Awareness and Training
- Computer Security Incident Response
- Virus Detection, Elimination, and Prevention
- Computer Security Plan Preparation
- Certification of Sensitive Systems
- Quantitative Risk Analysis of Large Sensitive Systems
- Security for Small Systems, Telecommunications, and Client Server
- Independent Verification and Validation (IV&V)
- Other ISS Tasks

Systems Operations & Management (SOM)

- Office Automation Support/Help Desk
- Network Support
- Computer Center Technical Support
- Media/Learning Center Support
- Telecommunications Support
- Seat Management
- Independent Verification and Validation
- Other SOM Tasks

2.4 EXECUTIVE AGENT GOVERNMENT-WIDE CONTRACT AUTHORITY

Based on the statutory authority of the Clinger-Cohen Act, the Department of Commerce has received from the Office of Federal Procurement Policy (OFPP) designation as "executive agent" for the COMMITTS program. This designation authorizes COMMITTS for government-wide contract authority. As such, organizations seeking to use COMMITTS sources are not required to comply with Economy Act documentation and approval requirements set forth in FAR Subpart 17.5.²

2.5 FAIR OPPORTUNITY TASK ORDER COMPETITIONS

In accordance with FAR 16.505, each COMMITTS contractor shall be provided a fair opportunity to be considered for each task order in excess of \$2,500. All contractors within each functional area will have a fair opportunity for consideration. See [Section 4](#) for additional information.

2.6 PROGRAM MANAGEMENT AND OVERSIGHT PHILOSOPHIES

² Please see [Section 3.2.2](#) and [3.2.3](#), for additional information about COMMITTS fees and required memorandums of understanding (MOU's) for funds transfers.

Through its designation as Executive Agent, the Commerce Department assumes responsibility for ensuring that all orders placed against the COMMITTS contracts met the requirements of law and regulation. This also includes ensuring that proposed task orders comply with budgetary and internal agency requirements and approvals.

The COMMITTS GWAC is intended to provide agencies with a low risk alternative for placing task orders with small businesses. There are two key elements for achieving this objective under COMMITTS:

- sound contracting practices provided by procurement professionals trained in managing this type of vehicle
- sound program management of all task orders

2.6.1 Contractor Growth and Risk Management. All task orders will be examined to ensure they are appropriate for small business contractors or that the COMMITTS contractors can remain, on aggregate, within the contracts' subcontracting restrictions ("50% rule").

Given the program office's focus on performance and performance measurement, as more fully described later in this guide, the program office will not accept efforts that are not appropriate and could create a situation where a COMMITTS contractor fails to perform. While all tasks will be reviewed to determine if they are appropriate for COMMITTS, large dollar tasks (over \$5 million) will receive additional scrutiny to ensure that the COMMITTS contractors are not faced with long-term subcontracting restriction challenges. In addition, an assessment of clients' quality assurance systems will be conducted.

2.6.2 Delegated Procurement Authority. The COMMITTS program office will also carefully consider all requests for delegated procurement authority. An underlying COMMITTS program management philosophy is that the COMMITTS Contracting Officer can delegate authority to other agencies to place orders, but the program cannot be relieved from the responsibility to ensure that all orders placed under the COMMITTS contracts meet acceptable standards of quality and compliance.

The Department of Commerce strongly believes that it is responsible for actions taken under its contracts. As such, the COMMITTS program office will have a formal progress reporting system and quality assurance program and will perform random sample post-award reviews of task orders. These reviews will examine orders to ensure the appropriate pre-award approvals had been received and task orders were issued in compliance with contract terms and conditions. Special emphasis will be placed on ensuring that meaningful fair-opportunity competition was received and that the task's prices were fair and reasonable.

2.6.3 Task Order Program Management. The COMMITTS program office uses sound project management principles and applies these principles to its GWAC and individual task orders. Principles used are needs identification, project selection, planning, execution, control, evaluation, and termination. The COMMITTS program office has established a risk management approach to monitor cost, schedule and performance measurement throughout the life of the program. The COMMITTS program office will also collect accurate and complete information to meet OFPP's contract reporting requirements.

2.6.4 Customer Process Improvement Working Group. The COMMITTS Customer Process Improvement Working Group members include customers, COMMITTS contractors and

other interested parties. The working group meets once per quarter to discuss customer satisfaction metrics and ways to improve the measurement and quality of services provided under the contracts.

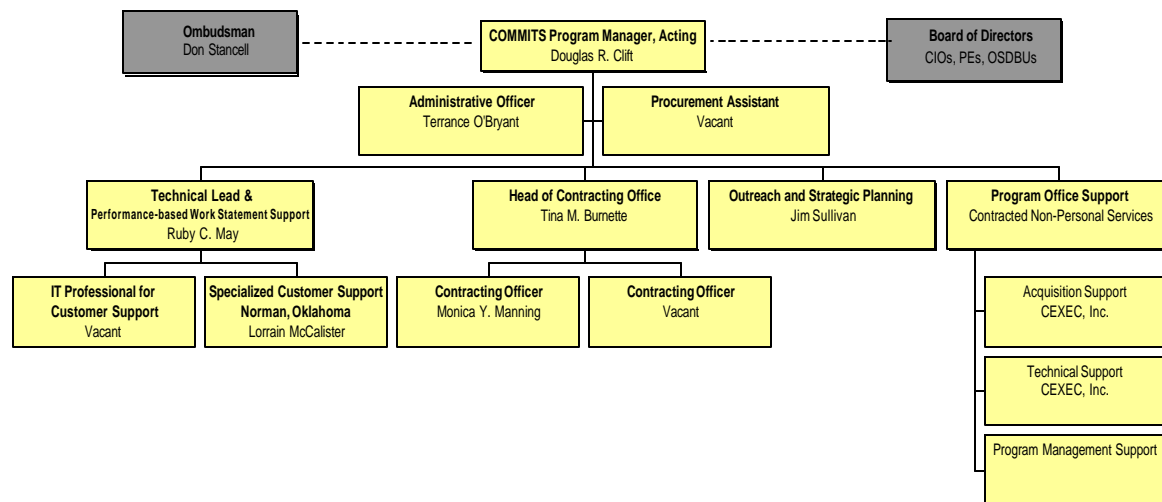
2.6.5 Contractor Management & Quality Control Systems. The program office actively partners with the COMMITTS contractors to assist them with identifying and implementing improved management and quality control systems, including making available management training and tools.

The quality of performance and capabilities of the COMMITTS contractors are of direct interest to the Department of Commerce. The COMMITTS contractor's ability to measure quality performance is critical to the success of the COMMITTS initiative. To this end, performance-based specifications and measurement against metrics are critical components of the COMMITTS program.

Section 3 – Roles & Responsibilities

3.1 COMMITTS PROGRAM OFFICE

The chart below represents the COMMITTS Program Office organization and staffing structure.



3.1.1 COMMITTS Program Office Structure. To maintain flexibility in program management and operations, COMMITTS Program Office staffing maintains a core group of government personnel augmented with expert contractor support. Roles and responsibilities of each function are outlined below.

- a. The Department of Commerce maintains core government expertise to perform inherently governmental functions.
- b. Non-personal service, program office contractor support will serve in the following roles:
 - i. As tasked, the contractor(s) will assist the COMMITTS contract office with general program administration. This could include such functions as web and Internet support, as well as program and acquisition support. In no instance will contracted program office support perform inherently governmental functions or be a contractor that has been awarded a contract under the COMMITTS GWAC.
 - ii. It is expected that some clients of the COMMITTS program will require assistance with developing performance based statements of work, quality assurance surveillance plans, program management, technical, contract, administrative or Independent Verification & Validation (IV&V) assistance for complex tasks orders.

To assist those agencies, the COMMITTS program office has identified a pool of highly qualified non-COMMITTS contractors to provide expert assistance in developing technical evaluations, incentive plans, performance based specifications, and assisting with program management. These contractors are available on an as-needed basis and are independent of the COMMITTS program office and COMMITTS GWAC contractors.

3.1.2 COMMITTS Program Office Responsibilities. The COMMITTS program office responsibilities include:

- a. Serve as the COMMITTS point of contact for all interested clients, providing information regarding available contract sources and the administrative procedures for placing and managing task orders.
- b. Ensure each client receives information and materials needed to meet their requirements and responsibilities.
- c. Receive, review, and timely process all requests for COMMITTS contract services.
- d. Monitor, maintain, and provide information to clients regarding the progress and status of all task orders, including providing information resulting from monthly reports, past performance evaluations, and client concerns.
- e. Ensure contractors perform in accordance with the contracts' and task orders' requirements, and terms and conditions
- f. Establish and maintain central contract and task order files and databases.
- g. Lead progress meetings to discuss performance as it relates to customer satisfaction, contractor performance, and identify and resolve related issues.
- h. Review and approve requests for Delegation of Procurement Authority (see [Appendix C](#) and [Part 2.6.2](#) for more information).
- i. Encourage Alternate Dispute Resolution (ADR) Partnering (i.e., the use of alternative means of resolving disputes in lieu of filing a formal dispute with the courts or government boards of contract appeals).
- j. Ensure compliance with delegated authorities (e.g., reporting requirements under its Executive Agent status) and contractual requirements (e.g., directed task order limitations).
- k. Invoice and track all service fee amounts due and collected by customer, task order, and contractor.
- l. Ensure effective quality assurance programs are in place for COMMITTS contracts and task orders.
- m. Approve any and all waivers to the COMMITTS ordering process and management guidelines.

3.1.3 Program Manager Responsibilities. The COMMITTS Program Office is led by a

Program Manager who has overall responsibility for the program, and for the staff of information technology, contracting, and program professionals.

The Program Manager serves as the focal point for all COMMITTS activities, coordinates the activities of COMMITTS clients, and performs liaison activities.

The COMMITTS Acting Program Manager is:

Name: Douglas R. Cift
Address: U.S. Department of Commerce
COMMITTS Program Office
14th & Constitution Avenues NW, Room 1860
Washington, DC 20230
Phone: 202-482-8335
Fax: 202-501-8122
Email: dclift@doc.gov

3.1.4 Contracting Officer Responsibilities. The COMMITTS Contracting Officer will have overall contractual responsibility for COMMITTS. Only the COMMITTS Contracting Officer will be authorized to take actions on behalf of the government to amend, modify, or deviate from the contract requirements, terms, and conditions. The COMMITTS Contracting Officer may delegate certain task order awards and administrative responsibilities to agency Contracting Officers, authorized representatives, or Contracting Officer Representatives (COR). The Contracting Officer will so delegate procurement authority in writing on either an individual or class basis.

In addition to managing the program's contracts, the COMMITTS Contracting Officer will, as needed, negotiate and award task orders and modifications.

The COMMITTS Contracting Officer is:

Name: Tina M. Burnette
Address: U.S. Department of Commerce
COMMITTS Program Office
14th & Constitution Avenues NW, Room 1860
Washington, DC 20230
Phone: 202-482-7426
Fax: 202-501-8122
Email: tburnette@doc.gov

3.1.5 COMMITTS Board of Directors. The COMMITTS Board of Directors is a panel of senior agency officials that provide advisory assistance to the COMMITTS Program Manager. The Board advises the Program Manager on client concerns, and government-wide trends in IT, acquisition, and small business legislation. Membership on the board is dependent upon the level of task order activity of the participating agency or the expertise of the senior agency official in one of the key program areas COMMITTS supports.

3.1.6 COMMITTS Ombudsman. The COMMITTS Ombudsman is an independent procurement professional who is responsible for reviewing complaints from contractors on task orders awarded against the COMMITTS contracts. In addition, the Ombudsman ensures that past performance information is fairly and accurately reported, and provides general risk management support to the COMMITTS Program Manager.³

The COMMITTS program Ombudsman is:

Name: Don Stancell

Address: U.S. Department of Commerce
Office of Acquisition Management
14th & Constitution Avenues NW, Room 6422
Washington, DC 20230

Phone: 202-482-3780
Fax: 202-482-1711
Email: dstancell@doc.gov

3.2 COMMITTS CLIENTS RESPONSIBILITIES

3.2.1 COMMITTS Program Point of Contact. Each COMMITTS customer must designate a COMMITTS program point of contact (CPOC). The CPOC may be the Contracting Officer's Technical Representative, delegated procurement point, or the other agency official. The CPOC will be the primary contact between the client and the COMMITTS Program Office. A positive relationship between the CPOC and the COMMITTS program office ensures clear lines of communication, authority, responsibility, and accountability between the customer and COMMITTS Program Office.

The CPOC must:

- a. Coordinate all activities by non-COMMITTS Program Office personnel involved in the task order(s) (e.g., Contracting Officer's Representative, accounting staff, Contracting Officer).
- b. Ensure all actions under the client's control are performed in accordance with applicable statutes, regulations, agency funding procedures, COMMITTS Program Office Memorandums of Understanding, and contract/task order requirements.
- c. Coordinate payment for all fees and costs associated with the completion of any COMMITTS task order.

3.2.2 COMMITTS Service Fees. The goal of the COMMITTS program office is to provide quality IT solutions through a streamlined acquisition process. This means a low cost, effective procurement process. To cover the cost of providing this acquisition service to the government, COMMITTS clients are responsible for payment of the COMMITTS service fee.

Any service fee that is charged for use of the COMMITTS contracts will be limited to

³ These responsibilities are consistent with those required by [Federal Acquisition Regulation \(FAR\) Subpart 16.505](#).

covering COMMITTS program office expenses. The amount of the service fee is based on the dollar amount awarded for a task order or modifications to it. The COMMITTS Service Fee is structured as follows:

- a. For task orders where the COMMITTS program office provides full service⁴, a fee of 1.25% will be assessed against the award amount of the task order, and 0.75% against awards made through modifications.
- b. For requirements where the customer -- under a delegation of procurement authority -- will manage task order acquisition responsibilities⁵, a fee of 1.00% will be assessed against the award amount of the task order, and 0.50% against awards made through modifications.
- c. The COMMITTS program office will negotiate the service fee for requirements with a total life cycle cost of over \$5 million.
- d. The COMMITTS program office will negotiate the service fee for agency's that have entered into Agency Partnering Agreements with the COMMITTS program office. (See [Part 2.1.6](#) for more information.)

3.2.3 Memorandums of Understanding. For all requirements placed under the COMMITTS GWAC, memorandums of understanding (MOU's) will be negotiated between the COMMITTS Program Office and the client. MOU's are documents that definitize the level of service the COMMITTS program office will provide to the client, acquisition cycle times, service fees, and funding amounts/scenarios. A template of a COMMITTS MOU can be found in [Appendix D](#).

The following conditions apply to each negotiated MOU:

- a. The where the contracting function is to be performed by the COMMITTS Program Office, the customer must provide funding via memorandum of understanding to the program office in an amount sufficient to cover the initial service fee. MOU's will be definitized and executed prior to the acquisition's advertisement on the COMMITTS Acquisition and Business Opportunity Website. (Memorandums of Understandings are similar to MIPRs, Interagency Agreements, or other funding instruments).
- b. For all task orders and modifications awarded through Delegations of Procurement Authority (DPA), the service fee is payable following award of each task order or modification.
- c. All service fees are assessed at the time task order funding is obligated for each

⁴ "Full service" includes support for all phases of the acquisition from requirements development to payment of invoices to close-out of the task order. The COMMITTS contracting office conducts all aspects of the acquisition, the customer is responsible for task ordering monitoring through the designated Contracting Officer's Representative (COR).

⁵ This level of service is negotiated with the customer. In general, this fee structure provides the customer with requirements development assistance and access to the COMMITTS contracts, Acquisition and Business Opportunity Website and other management systems. The customer is responsible for negotiating and awarding task orders and modifications, task ordering monitoring, invoice payment and task order closeout.

individual period of performance.

- d. Initial service fees are calculated based on the amount awarded for the base period of performance or initial requirement. When base periods are incrementally funded, the initial service fee will be assessed at the time of each incremental obligation.
- e. When necessary, due to pending fiscal year funding, task orders may be issued on a “subject to availability of funding” basis. In such cases, payment of the service fee will be contingent upon the customer’s ultimate ability to fund the task order.
- f. In cases where significant re-scoping of a task order results from the customer’s loss of supporting funding, the service fee for the affected period shall be adjusted to reflect the amount actually funded.

3.2.4 Other Client Responsibilities. While the level of customer involvement is dependent on the type of service requested of the COMMITTS Program Office, customers remain responsible for interacting with the COMMITTS Program Office to:

- a. Identify the organization that will provide contracting support services for each task order and/or modification (i.e., COMMITTS Program Office, client’s contracting officer, etc.). Prepare a Request for Delegation of Procurement Authority as authorized by the COMMITTS Contracting Officer. ([See Appendix C](#)).
- b. Provide requisite funding (including appropriate COMMITTS Program Office service fee) via memorandums of understanding.
- c. Specify IT service requirements through Project Agreements, Request for Solutions, Fast-track Requests for Solutions, and performance-based work statements as deemed necessary by the COMMITTS Contracting Officer or Delegated Procurement Authority.
- d. After consultation with the COMMITTS Contracting Officer/Delegated Procurement Authority, propose the type of task order deemed appropriate (i.e., firm fixed price, cost-plus-fixed-fee, cost-plus-award fee including an award fee plan, or fixed price award fee).
- e. After consultation with the COMMITTS Contracting Officer/Delegated Procurement Authority, propose the appropriate COMMITTS functional area based on predominance of work to be performed.
- f. Identify agency task order award Source Selection Officials.
- g. Provide copies of task orders and modifications awarded by the client’s Delegated Procurement Authority/Contracting Officer to the COMMITTS program office within five business days of award.
- h. Identify the organization that will submit task order data to the Federal Procurement Data System (FPDS), i.e. the COMMITTS program office or Delegated Procurement Authority/Contracting Officer.

- i. Perform general task order monitoring functions.
- j. Complete regular performance evaluations as required by individual task orders specifications.
- k. Provide copies of all correspondence related to task order schedule changes and performance problems, if the task order was awarded through a Delegated Procurement Authority/Contracting Officer.
- l. In accordance with quality assurance surveillance plans, inspect and accept all task order deliverable items and services, and submit past performance information via the COMMITTS past performance database.
- m. In accordance with individual agency requirements, ensure property control accountability for any equipment or software delivered under the task order(s).
- n. Certify invoices to accept performance and ensure contractors are paid promptly and correctly and, if required, remit payment for all task order invoices. (See [Part 5.2.2](#) of this guide for additional information.)

3.3 COMMITTS CONTRACTORS

As partners in the COMMITTS program, the principal role of COMMITTS contractors is to deliver high quality IT solutions to clients' as specified in awarded task orders, and ensure effective task order performance management. Specific authorities and responsibilities of COMMITTS contractors include:

- a. Respond to only approved COMMITTS project agreements and requests for solutions posted on the COMMITTS acquisition system.
- b. Ensure performance and deliverables meet the requirements set forth in individual task orders.
- c. Segregate cost accounting data by individual task order, if required.
- d. Provide comments on past performance evaluations.
- e. Provide the COMMITTS Program Office with reports covering task order(s) progress and status as specified in the contract or as specified in awarded task orders.
- f. Attend quarterly status meetings with the COMMITTS Contracting Officer.
- g. Identify and report to the COMMITTS Program Office potential conflicts of interest.
- h. Establish and maintain a quality control program based on quality performance metrics.
- i. Provide Monthly Task Order status reports (see [Appendix E](#) for more information).
- j. Work with the COMMITTS program office to identify, and implement, ways to

improve the COMMITTS program, including voluntary participation in various COMMITTS workgroups.

Section 4 – Ordering Process & Procedures

4.1 COMMITTS TASK ORDER AWARD PROCESS

The COMMITTS fair opportunity competitive process is structured to ensure customers receive the maximum benefits from an efficient and effective task order competition. This section provides a step-by-step overview of the COMMITTS fair opportunity competitive process including both the standard and fast track ordering models.

The COMMITTS program provides clients with two types of ordering processes, each designed to meet the specific needs of the client while providing a streamlined solutions-based approach for acquiring IT services.

4.1.1 The COMMITTS Acquisition Processes. The COMMITTS [Standard Ordering Process](#) and [Fast Track Ordering Process](#) are based on a re-engineered acquisition model developed by the Commerce Department in 1995.⁶ The COMMITTS acquisition processes provide clients with a streamlined acquisition business model, redefined relationships with vendors, and utilizes Internet-based technologies to award task orders.

The COMMITTS acquisition process models have three key features: acquisition planning, screening of vendors and awarding task orders, and managing for results. Both process models are unique and provide clients with tailored acquisition processes that best meet their individual acquisition needs. In addition, all task orders are advertised, negotiated, evaluated and awarded through the Internet-based [COMMITTS Acquisition and Business Opportunity Website](#).

a. Standard Ordering Process.

The COMMITTS [Standard Ordering Process](#) is conducted in four phases:

- [Acquisition Planning](#)
- [Project Agreement](#)
- [Request for Solutions](#) including a [Performance-based Work Statement](#)
- [Task Performance and Management](#)

Clients using this acquisition process generally do not have well defined requirements or a developed performance-based work statement.

This acquisition model allows the customer to first issue a “high-level” statement of need (a Project Agreement) to COMMITTS contractors that defines, in general terms, the IT service or project an agency has. Contractors then respond to the Project Agreement with high-level proposals that outline their proposed solution and price estimate for the acquisition.

Based on the information provided in the high-level proposal and evaluation criteria stated in the Project Agreement, a down-selection is made and the most qualified contractors continue to participate in the remaining phases of the task order competition.

⁶ For more information read the [CONOPS Case for Change](#) or visit the [CONOPS Website](#).

This process allows customers to more clearly define their requirement as they move through the acquisition process, and develop a performance-based work statement that is tailored to the solutions proposed by the offering contractors. The average cycle time for this process -- from posting of the Project Agreement to task order award -- is 20 calendar days.

See [Appendix F](#) and [Appendix G](#) for more information, or contact the COMMITTS Contracting Officer for acquisition planning assistance.

b. Fast Track Ordering Process

The COMMITTS [Fast Track Ordering Process](#) is conducted in three phases:

- [Acquisition Planning](#)
- [Fast-track Request for Solutions](#) including [Performance-based Work Statement](#)
- [Task Performance and Management](#)

Clients using this type of acquisition process generally have well defined requirements and developed performance-based work statements.

This acquisition model combines elements of the Project Agreement and Request for Solutions into one process and document – the Fast-track Request for Solutions (FRFS). The FRFS is posted on the [COMMITTS Acquisition and Business Opportunity Website](#), proposals are received, negotiations are conducted, and the contractor's proposal that provides the best-value solution to the customer is selected for task order award. Cycle times for this acquisition approach are negotiated with the client to meet their acquisition needs.

See [Appendix H](#) for more information, or contact the COMMITTS Contracting Officer for acquisition planning assistance.

While the above processes are generally the same for all task orders, the responsibility for performing the steps involved will vary as deemed necessary by the customer or COMMITTS Program Office and definitized through the task order Memorandum of Understanding.

4.1.2 Ordering Philosophy. One of the realities of a solutions-based contract is the increased reliance on fair-opportunity competitive procedures. Fair-opportunity competitions are critical to the success of this program. Without pre-established prices and rates, the Contracting Officer conducting the fair-opportunity competition must rely on meaningful competition to ensure fair and reasonable pricing. Best-value selection supported by reliable past performance data is a core principle of the COMMITTS program.

Applying fair opportunity to the maximum extent practicable can be challenging and there are legitimate reasons for exceptions to that process.⁷ To ensure that all COMMITTS contractors are treated fairly, all task orders acquisitions will be posted on the [COMMITTS Acquisition and Business Opportunity Website](#). If clients have legitimate and valid reasons for requesting directed source task orders, all information regarding the client's IT service needs and work previously completed by the desired contractor will be posted on the website via a Project Agreement. COMMITTS contractors in the effected functional area will be provided an opportunity to provide capability statements demonstrating their ability to provide that service.

If no responses are received within 5 business days, the acquisition will be conducted

⁷ See [FAR Subpart 16.505](#).

with the contractor identified in the Project Agreement. If responses are received, submitted capability statements will be evaluated in accordance with the evaluation criteria stated in the Project Agreement.

4.2 OTHER TASK ORDER PROCESS INFORMATION

4.2.1 Performance Based Task Orders. Recent acquisition reform legislation requires agencies to use performance based contracting techniques to the maximum extent practicable. Although recently emphasized by acquisition reform legislation, performance-based service contracting has been used for quite some time. In 1991, the Office of Federal Procurement Policy (OFPP) released OFPP Policy Letter 91-2, entitled *Service Contracting*, establishing for all agencies that:

It is the policy of the Federal Government that (1) agencies use performance-based contracting methods to the maximum extent practicable when acquiring services, and (2) agencies carefully select acquisition and contract administration strategies, methods, and techniques that best accommodate the requirements.

Prior to initiating a task order competition, agencies must determine the program's objectives in terms of performance and incorporate those objectives into their performance-based statement of work. OFPP's [*A Guide to Best Practices for Performance-Based Service Contracting*](#), describes these key processes for implementing performance based contracting:

- a. **Job Analysis:** involves determining what the agency's needs are and what kinds of services and outputs are to be provided by the contractor — forms the basis for establishing performance requirements, developing performance standards and indicators, writing the Performance Work Statement, and producing the Quality Assurance/Surveillance Plan.
- b. **Development of a Performance Work Statement (PWS):** describes the specific requirements the contractor must meet in performance of the contract — includes a statement of the required services in terms of output *and* a measurable performance standard for the output.
- c. **Quality Assurance Plan and Surveillance:** defines what the government must do to ensure that the contractor has performed in accordance with the PWS performance standards — may range from a one-time inspection to periodic in-process inspections.
- d. **Contract Type:** encourages the increased use of fixed-price contracts and incentives for optimal contractor performance.
- e. **Contract Administration:** cites the importance of close cooperation between program and procurement offices to achieve effective contract administration and successful contract performance.
- f. **Conflict Resolution:** emphasizes the use of informal, timely conflict resolution (as opposed to claims and litigation) to resolve pre- and post-award issues, i.e. Alternate Dispute Resolution or ADR.

As opposed to traditional service contract statements of work, performance-based contracting requires an acquisition to be presented in terms of the purpose of the work to be performed. It requires the work to be stated in terms of mission-related, outcome-oriented

statements of work and quality assurance performance measures. In its simplest terms, it asks two basic questions:

- What am I buying (outcome), and
- How will I know if it is any good when I get it (quality assurance)?

Many agencies do not have experience in drafting performance-based specifications or quality assurance surveillance plans. The COMMITTS program office will support clients in developing these types of performance work statements, and has also identified a pool of support contractors that can assist agencies in developing these documents as well as provide training for future efforts.

4.2.2 Delegations of Procurement Authority. When customers plan to use the COMMITTS contracts to obtain IT solutions and would like to conduct task order award process through their contracting office, a Delegation of Procurement Authority (DPA) from the COMMITTS Contracting Officer is required. To request a DPA, the agency must complete and submit a Delegation of Procurement Authority form ([see Appendix C](#)). The request may be sent to the attention of the COMMITTS Contracting Officer by fax or letter. DPA's will only be granted to warranted contracting officers.

Contract administration authority for task orders is delegated to all users of the contract as outlined in [Part 3.2.4](#).

4.2.3 Task Order Source Selection Authority. Unless this authority is declined, the selection official for task orders competed under the COMMITTS contracts is delegated to the client, in accordance with their agency/department's regulations and procedures. It is understood that the customer is in the best position to determine the task order solution that satisfies their IT service needs.

4.2.4 Contractor Debriefings. All unsuccessful offerors will be provided an opportunity for debriefing after task order award. If the client has chosen the Standard Ordering Process, unsuccessful offerors at both the Project Agreement and task order award order phase of the acquisition will be provided with debriefings if requested. Requests for debriefings should be filed with the Contracting Officer conducting the acquisition within five business days of receipt of down-selection notice or task order award.

4.2.5 Ombudsman Participation. Complaints regarding individual task order competitions may be filed with the Ombudsman within 5 business days after task order award.

All COMMITTS contractors are encouraged to contact the Ombudsman if they have any problems with the management of this program.

The Ombudsman will also be involved with ensuring past performance information is accurate and complete. In addition, the Ombudsman will attend program management process improvement working group meetings and contractor management training sessions.

Section 5 – Administration, Monitoring & Reporting

5.1 PROGRAM LEVEL MANAGEMENT

The COMMITTS program uses several tools and methods to monitor performance and results that include:

- a. **In-Process Quality Assurance Reviews.** The purpose of these reviews is to identify issues at the contract level that indicate a need for improved guidance, oversight, and/or training. These reviews will make extensive use of periodic quality assurance inspection results. (See [Part 5.2.1](#) for more information.)
- b. **Customer Satisfaction Metrics.** Quarterly, the COMMITTS program office will meet with contractors to discuss customer satisfaction metrics. As identified by the contractors, satisfaction metrics will help to target areas for improved program performance.
- c. **Quality Training Sessions.** Periodically the COMMITTS program office will sponsor Quality Improvement Seminars that COMMITTS contractors can attend to advance their knowledge and focus on process improvement methodologies.
- d. **COMMITTS Past Performance Database.** The COMMITTS' Past Performance Database is a web-based system that Contracting Officer Representatives use to document contractor performance. COMMITTS contractors also use this system to review their performance evaluations and to provide comments on those evaluations.
- e. **Semi-Annual OFPP Reporting.** As directed by the Executive Agent Delegation, the COMMITTS program office will provide the following information to OFPP:
 - i. For each client agency, the cumulative number and total dollar value of task orders, sorted by functional contract area and task order type.
 - ii. The total number and dollar value of task order awards subject to fair opportunity, see [FAR Subpart 16.505](#) for more information.
 - iii. Commerce's projected and actual total revenue and costs (both direct and indirect) for managing and administering the COMMITTS program, to include number of FTE administering the contract.
 - iv. Commerce's progress toward meeting performance measures and benchmarks.
 - v. COMMITTS customer's progress in using performance based contracting methods.
 - vi. The total number and dollar value of task orders awards to small businesses, small disadvantaged businesses, and women-owned businesses.

5.2 TASK ORDER MANAGEMENT

5.2.1 Task Order Quality Assurance Plan. As a solution based contract vehicle emphasis is on ensuring an effective and efficient fair opportunity competitive process. Once that effort is complete, the focus shifts to ensuring the Government receives the level of performance stated in the task order. The most important means for measuring contractor performance and ensuring successful and timely task order completion is a planned surveillance effort. In addition, the Government must document and include the observed level of performance into a past performance database.

- a. **The Plan.** Where the project agreement formed the basis for determining the statement of work's performance requirements, the Quality Assurance Plan (QAP) defines the actions the government must take to monitor and report on the contractor's actual performance against task order standard. In all cases COMMITTS task orders will have a formal quality assurance plans. The plans will be tailored to the scope and complexity of the task. Since the QAP is intended to measure performance against standards in the PWS, these interdependent documents should be written simultaneously, if possible. The QAP should include methods and schedules to ensure both meaningful measurement of accomplishment and to provide timely feedback to the contractor.
- b. **Monitoring.** Contractor performance is monitored by checking the actual performance against the standards and documenting the results in the Internet-based COMMITTS Past Performance Database. The results are first provided to the contractor for comment. The performance data and contractor comments are then included in the COMMITTS past performance database. As the past performance database is one of the primary source selection tools under COMMITTS, the accuracy and reliability of the information is critical to ensuring optimum contractor selection.

Inspections will be scheduled at logical delivery or progress points. At a minimum, inspections will take place every 6 months, and at completion of the task. The final report will act as the task's acceptance document. The COR is responsible for ensuring that and unacceptable performance is fully documented stating both the performance requirement and how the contractor failed to meet that standard.

5.2.2 Payment And Disbursement. The COR is responsible for reviewing and approving all contractor invoices. The COR shall review all invoices and verify that the services and any other direct costs were received and that performance met standards. As small businesses, the COMMITTS contractors rely on timely payment and COR's shall complete the review process within 3 business days of submission by the contractor.

5.2.3 Task Order Close Out. When a task order is completed the COR is responsible for accepting the final product(s) or completion statement of the effort, i.e., all deliverables were received and were technically acceptable, any Government Furnished Equipment/Information are properly accounted for, and the final QAP inspection report has been completed. This documentation, along with the Contractor's completion letter, is provided to the COMMITTS Contracting Officer. In addition, the COR is responsible for submitting the final past performance report into COMMITTS past performance database.

5.3 CONTRACTING OFFICER REPRESENTATIVE TRAINING

It is important to the success of the task order and the quality assurance program that all task monitors be trained before performing contracting officer representative (COR) duties. Unless proper training has already been completed, COR's must complete appropriate acquisition training and provide certification of that training to the COMMITTS Contracting Officer or Delegated Procurement Authority prior to their designation as a Contracting Officer Representative.

Once source of training is the Federal Acquisition Institute's (FAI) OnLine University located on the web at <http://www.faionline.com>. This web site contains the COR Mentor Course which consists of eighteen (18) separate modules on a variety of acquisition related subjects.

Appendix A – COMMITTS CONTRACTORS

Company Name	Address	Functional Area
AC Technologies	3028 Javier Road, Suite 200 Fairfax, VA 22031	ISE
ARTEL, Incorporated	1893 Preston White Drive Reston, VA 20191	SOM, ISS
Command Technologies, Inc.	405 Belle Air Lane P.O. Box 670 Warrenton, VA 20188	ISE, SOM
Computech	7735 Old Georgetown Road, 12th Floor Bethesda, MD 20814	ISE
COMSO, Inc.	6303 Ivy Lane, Suite 300 Greenbelt, MD 20770	ISE
Data Industries, Ltd.	100 Wall St, 10th Floor New York, NY 10005	ISE, SOM
DICHROMA, Inc.	6163 Fuller Court Alexandria, VA 22310	SOM
Dynamic Technology Systems, Inc.	4900 Seminary Road, Suite 701 Alexandria, VA 22311	ISE
INDUS Corporation	1953 Gallows Road, Suite 300 Vienna, VA 22182	ISE, SOM, ISS
InfoPro, Incorporated	8401 Colesville Road, 7th Floor Silver Spring, MD 20910	ISE, SOM
Ingenium Corporation	9200 Basil Court, Suite 400 Upper Marlboro, MD 20774	ISE, SOM
ITS Services, Inc.	6800 Backlick Road, Suite 204 Springfield, VA 22150	ISE, SOM
Marasco Newton Group, Ltd.	2801 Clarendon Boulevard Arlington, VA 22201	ISE
Materials, Communication & Computers (MATCOM)	1500 N. Beauregard Street, Suite 300 Alexandria, VA 22311	ISE
Mentor Technologies, Inc.	7404 Executive Place, Suite 100 Lanham, MD 20706	ISE, SOM
Micro Star Company	10620 Guilford Road Jessup, MD 20794	ISS
Multimax, Inc.	1441 McCormick Drive Largo, MD 20774	SOM
Nieto Engineering Inc.	11609 Maryland Avenue P.O. Box 539 Beltsville, MD 20705	ISS
Pragmatics, Inc.	7926 Jones Branch Drive, Suite 711 McLean, VA 22102	ISE
QSS Group, Inc.	4500 Forbes Blvd., Suite 200 Lanham, MD 20706	ISE, SOM
RGII Technologies	2531 Jefferson Davis Highway Building NC3 - PH 600 Arlington, VA 22202	ISS
RS Information Systems, Inc.	1651 Old Meadow Road, 5th Floor McLean, VA 22102	ISE, SOM, ISS

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Company Name	Address	Functional Area
Sabre Systems, Inc.	65 Street Road, Suite A-200 P.O. Box 3417 Warminster, PA 18974	ISE, SOM
Software Corporation of America	12240 Indian Creek Court, Suite 105 Beltsville, MD 20705	ISE
STG, Inc.	11250 Waples Mill Road South Tower, Suite 400 Fairfax, VA 22030	ISE, SOM, ISS
Technology Planning and Management Corporation	4815 Emperor Boulevard, Suite 105 Durham, NC 27703	ISE
The Centech Group, Inc.	4200 Wilson Blvd., Suite 700 Arlington, VA 22203	SOM, ISS
TranTech, Inc.	4900 Seminary Road, Suite 215 Alexandria, VA 22311	ISE
Vista Technologies, Inc.	1019 Central Parkway, Suite 115 San Antonio, TX 78232	ISE, SOM

Appendix B – FSS Authorization

Contractor Use of Federal Supply Schedules

Contractors placing orders under Federal Supply Schedules must comply with the terms of the applicable Schedule and letter of authorization. In accordance with FAR 51.103, contractors shall include the following with each order placed under Federal Supply Schedules:

- A copy of the letter of authorization, unless a copy of the authorization was previously furnished to the Federal Supply Schedule contractor.
- The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

SAMPLE FORMAT FOR LETTER OF AUTHORIZATION

[Name and Title of Official, Company Name, and Complete Address]

Dear _____:

As a Government Contractor with a cost-reimbursement task order, under the Department of Commerce's COMMITTS Program (Contract number _____), you are hereby authorized to place orders under GSA's Federal Supply Schedules Program, subject to the conditions listed below. A written finding supporting the issuance of this authorization has been made in accordance with FAR 51.102.

1. This authorization expires on _____.
2. Purchases made under this authorization are limited to \$_____.
3. This authorization is limited to the following GSA Federal Supply Schedule contract(s): _____.

[Insert contractor name(s) and corresponding contract number(s)]

4. Title for supplies purchased under this authorization transfers to the Government upon payment and acceptance.
5. _____ [Insert any other limitations or conditions.]

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Any supplies and services purchased under this authorization must be properly accounted for and properly used. You are authorized to order only those supplies and services required in the performance of your task order referenced above. You are responsible for compliance with the applicable policies and procedures prescribed in [FAR Subpart 51.1](#), regarding purchasing from GSA Federal Supply Schedule contracts.

Should you have any questions, you may contact _____ at
_____ [Insert Name and Point of Contact of Contracting Officer.]

Sincerely,

[Name of Contracting Officer and Agency]

Appendix C – Delegation of Procurement Authority Form

PART I. CUSTOMER INFORMATION

Customer Point of Contact (CPOC)	
Name	
Address	
Phone	
Fax	
Email	

Alternate Customer Point of Contact	
Name	
Address	
Phone	
Fax	
Email	

Delegated Task Order Contracting Officer	
Name	
Address	
Phone	
Fax	
Email	

PART II. TASK ORDER INFORMATION

Functional Area: ☐ ISE ☐ SOM ☐ ISS

Task Order Project Title: _____

Requested Delegated Procurement Authority Amount
(including options): \$ _____

Valid From: _____ To: _____

PART III. TASK ORDER CONTRACTING OFFICER RESPONSIBILITIES

1. Task Orders must be signed by the TOCO, or alternate TOCO, who are warranted Contracting Officers.
2. The Task Order Contracting Officer (TOCO) is accountable to the COMMITTS Program Office for ensuring compliance with the contract, applicable regulations and procedures, and the COMMITTS Management and Ordering Guide.
3. The TOCO may assign a Contracting Officer's Representative (COR) and delegate certain administrative responsibilities to the COR to assist in the administration of individual task orders.
4. The TOCO may not place directed task orders, unless publicized in accordance with the guidelines of the COMMITTS ordering guide.
5. The TOCO shall make task order awards and notify the winning offeror. Unsuccessful offerors shall be notified in writing or via e-mail within one working day of project agreement down selection or task order award. All offerors shall be offered debriefings accordance with the COMMITTS ordering guide.
6. The TOCO is responsible for ensuring applicable task order information is timely and accurately submitted to the Federal Procurement Data System (FPDS).
7. The TOCO shall provide copies of the executed task order or modifications to the COMMITTS program office within five business days of award.
8. The TOCO shall notify the COMMITTS Program Office of continued or significant difficulties with a contractor and document such difficulties in writing.
9. The TOCO shall ensure performance evaluations are conducted for each task order in accordance with its quality assurance plan and entered into the COMMITTS past performance database.
10. The COMMITTS Ombudsman shall be the point of contact for any contractor concerns about awarded task orders. The TOCO shall contact the COMMITTS Contracting Officer as appropriate.
11. Periodically, the TOCO files will be made available to the COMMITTS Program Office for contractual compliance review.

PART IV. CERTIFICATION AND COMMITTS PROGRAM OFFICE RESPONSE

By signing this DPA Request form, I certify that I am a duly authorized, federally warranted Contracted Officer, and that I have read and accept the above conditions of Delegated Procurement Authority.

Signature of Federally Warranted Contracting Officer

Date

Appendix D – Template for Memorandums of Understanding

**Customer Service Agreement
No. XXXX-XX-XXXXXX**

**Pursuant to the Clinger-Cohen Act
through which the**

[AGENCY]

**is purchasing services under the
COMMITTS Government-Wide Acquisition Contract (GWAC)
and from the**

U.S. Department of Commerce, COMMITTS Program Office

1. Parties and Purpose

This Customer Service Agreement (CSA) establishes an agreement between the [AGENCY], and the U.S. Department of Commerce COMMITTS Program Office, through which [AGENCY] and will pay the COMMITTS Program Office for use of its GWAC services.

2. Background

The COMMERCE Information Technology Solutions (COMMITTS) Program Office provides the federal government a Government-Wide Acquisition Contract (GWAC) to satisfy information technology requirements that are appropriate to be performed by small, small disadvantaged, 8(a), and women-owned small businesses. To accomplish this the program utilizes indefinite delivery/indefinite quantity (ID/IQ) multiple award task order contracts under the statutory authority of the Clinger-Cohen Act, as authorized by the Office of Management and Budget on June 21, 1999.

The COMMITTS GWAC is designed to accomplish three objectives: 1) provide top quality IT solutions to meet an organization's mission, 2) utilize a streamlined acquisition methodology, and 3) provide a talented pool of small, small disadvantaged, 8(a), and women-owned small business contractors capable of meeting federal agencies' IT requirements.

The COMMITTS GWAC provides federal agencies information technology solutions in three major functional areas:

- Information Systems Engineering (ISE) Support Solutions
- Information System Security (ISS) Support Solutions
- Systems Operations and Maintenance (SOM) Support Solutions

[AGENCY] requires an IT service contractor and acquisition services to support work as outlined in its COMMITTS task order request XXX-XXXXX.

3. Authority

The authorities for COMMITTS and [AGENCY] to enter into this agreement are the Clinger-Cohen Act sections 5002 and 5112(e), pursuant to 40 U.S.C. 1412(e) and OMB Executive Agent designation dated June 21, 1999.

4. Responsibilities of the Parties, Transfer of Funds, and Duration of Agreement

- A. The COMMITTS Program Office will provide all required contracting services, administrative services, general performance monitoring, invoicing and payment services in support of completing the [AGENCY] task order request [XXX-XXXXX] as outlined in the COMMITTS Program Management and Ordering Guide and referenced task order request.
- B. [AGENCY] is responsible for the following:
 - i. Contracting Officer Representative task (COR) responsibilities in accordance with the COMMITTS Program Management and Ordering Guide, and task request [XXX-XXXXX].
 - ii. Obtaining all internal departmental clearances and approvals prior to the execution of this CSA in accordance with the COMMITTS Program Management and Ordering Guide.
 - iii. Provision of funding for both the COMMITTS Program Office Fee and costs of contractor services. Funding shall be remitted upon approval and processing of a modification(s) to this CSA. Funding will be provided for the following:
 - a. Funds in the estimated amount of \$000,000.00 will be transferred to the COMMITTS Program Office, and shall reference ACOMMITTS CSA Number [XXX-XXXXX].@
 - b. Funding required to support performance for the base period of the task is estimated to be:

\$0,000,000.00 for contractor performance under task request [XXX-XXXXX]. Funding for contractor performance may be funded incrementally or in its entirety. Funding will be transferred to the COMMITTS Program Office for contractor performance, via modification to this CSA, at [AGENCY] convenience. Contractor performance will be contingent upon receipt of adequate funding by the COMMITTS Program Office from [AGENCY].

\$0,000.00 for the COMMITTS Program Office fee, (1.25% of \$0,000,000.00) in accordance with the COMMITTS Program Management and Ordering Guide.
 - c. Option Years - There will be four (4) Option Years included in XXX-XXXXX. Funding and option exercise will be authorized at [AGENCY] option. If exercised, estimated funding will be provided for the following :

\$0,000,000.00 in support of contractor performance for each option year.

\$0,000.00 for COMMITTS Program Office fee, (.75% of \$0,000,000.00), for each Option Year in accordance with the COMMITTS Program Management and Ordering Guide.

Funding of the COMMITTS Program Office Fee shall be transmitted via modification to this CSA by no later than the date the option is exercised.

Funding will be transferred for contractor performance, via modification to this CSA, at [AGENCY] convenience. Contractor performance will be contingent upon receipt of adequate funding from [AGENCY] to the COMMITTS Program Office and is contingent upon receipt of Fiscal Year funding for each Option Year.

- d. If additional funding becomes necessary, the [AGENCY] shall remit payment of the required fee and acquisition costs in accordance with the COMMITTS Program Management and Ordering Guide, and modification(s) to this CSA.
 - e. Funding not used for the referenced acquisition, and corresponding fee, will be returned to the [AGENCY] via modification to this CSA.
 - f. Total life cycle cost for this CSA is approximately \$00,000,000.00.
- C. Responsibilities of both parties shall remain in effect through the life cycle of task request XXX-XXXXX.
- D. This agreement will become effective when signed by all parties. The agreement will terminate at the end of the task life cycle, but may be amended at any time by mutual consent of the parties. The parties will review this agreement at least once every three years to determine whether it should be revised, renewed, or canceled. Any party may terminate this agreement by providing 3 business days written notice to the other party.

5. Coordination

Agency contacts for coordination of the activities under this CSA are:

- A. U.S. Department of Commerce
COMMITTS Program Office
1401 Constitution Avenue NW, Room 1860
Washington, DC 20230
- i. Tiffany T. Hixson, Acting Program Manager
Phone: 202-482-2774
Fax: 202-482-1711
E-mail: thixson1@doc.gov

- ii. Michael S. Sade, Acting Director for Acquisition Management
Phone: 202-482-4187
Fax: 202-482-1711
E-mail msade@doc.gov

B. [AGENCY]

- i. [AGENCY]
- ii [AGENCY]

6. Resolution of Disagreements

Nothing herein is intended to conflict with current COMMITTS Program Office or [AGENCY] directives. If the terms of this agreement are inconsistent with existing directives of either of the parties entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, all necessary changes will be accomplished either by a modification to this agreement or by entering into a new agreement, whichever is deemed to be the interests of both parties.

Should disagreement arise from the interpretation of the provisions of this agreement, or modifications thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

7. Approvals/Authorization

For the U.S. Department of Commerce
COMMITTS Program Office:

Tiffany T. Hixson
Acting Program Manager

DATE

For the [AGENCY]

NAME
TITLE

DATE




Appendix E – Contractor Monthly Status Report

MONTHLY PROGRAM STATUS REPORT (MPSR)

Each prime contractor shall prepare a monthly program status report (MPSR). The report must include a brief summary of significant activities, progress, problems, and developments occurring during the reporting period. The report provides a technical and cost activity summary by task order number. The report must be received by the COMMITTS Contracting Officer, via e-mail, no later than the 10th day of each month. A sample MPSR format is shown below:

Section 1: Task Order Evaluation

The Contractor will evaluate each active task order and provide a subjective rating of cost, schedule, and quality status using the following color coding by task order:

 Green	= No problem	 Yellow	= Minor problem	 Red	= Major problem
---	--------------	--	-----------------	---	-----------------

A red or yellow entry in the cost, schedule, or quality status columns requires separate narrative comment in Section 3.0 of this report.

Section 2: Major Accomplishments and Milestone Achievements

Where applicable, the Contractor will provide narrative summarizing major accomplishments and milestones achieved. Project activities and progress over next 60 days.

Section 3: Problem Identification and Corrective Actions

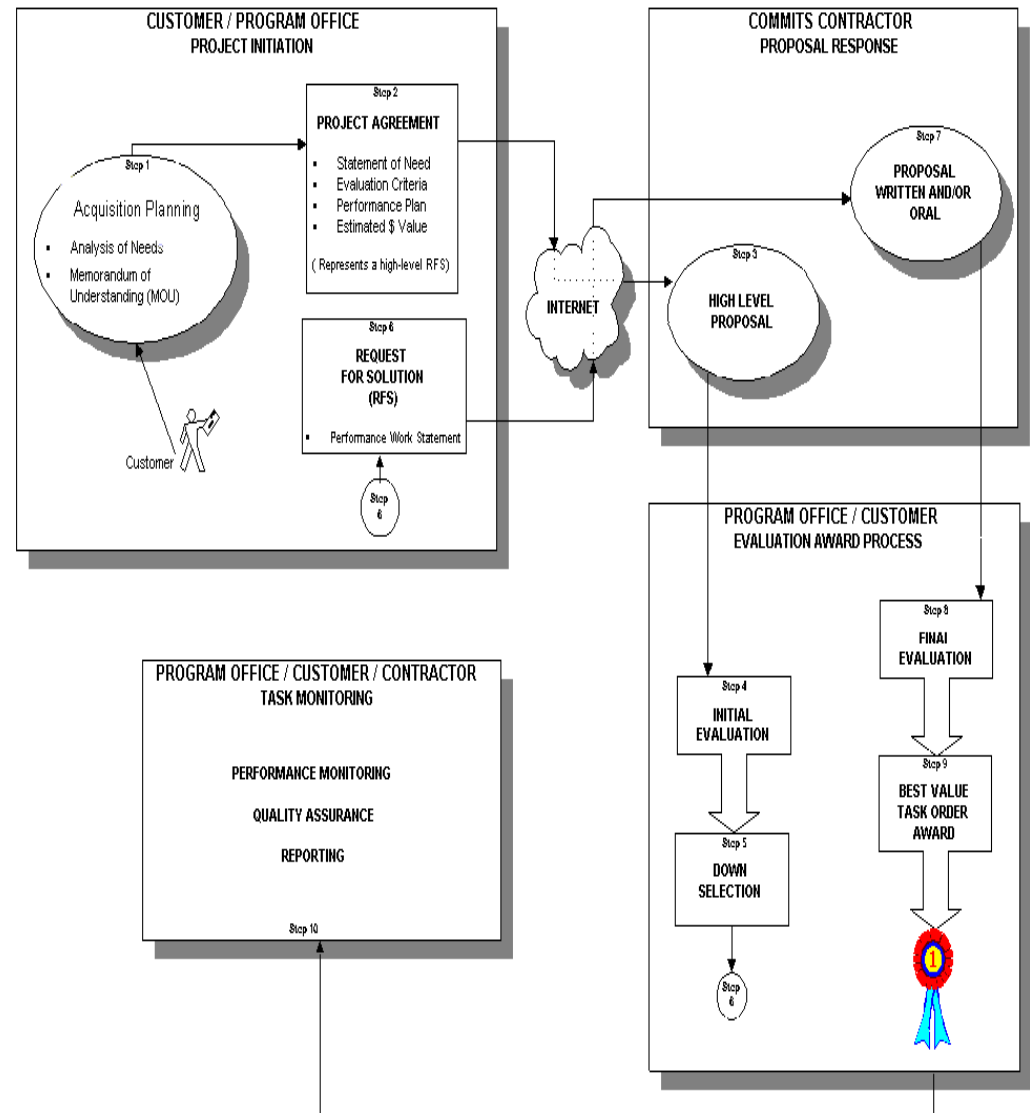
For each red or yellow area identified, the Contractor will provide a narrative describing the problem, its impact, the corrective actions being taken to remedy the problem, and any other pertinent information.

Appendix F – COMMITS Standard Ordering Process

Standard Ordering Process

Acquisition Planning	Lead
<ul style="list-style-type: none"> Initial contact between COMMITS Program Office/Client 	Client
<ul style="list-style-type: none"> Prepare Procurement Package, i.e. Analysis/Alternatives, Price/Cost Estimate, and Project Agreement 	Client/COMMITS Staff
<ul style="list-style-type: none"> Determination of appropriate functional area 	Contracting Officer/Client
<ul style="list-style-type: none"> Determine appropriate Task Order type & form 	Contracting Officer/Client
<ul style="list-style-type: none"> Notify Vendors of Pending Task Order action via Web Site 	
<ul style="list-style-type: none"> Completion of COMMITS service request (Memorandum of Understanding) 	Client/COMMITS Staff
Project Agreement	Lead
<ul style="list-style-type: none"> Post Project Agreement on Web-site 	COMMITS Staff
<ul style="list-style-type: none"> Contractors submit high level proposal synopsis 	Contractors
<ul style="list-style-type: none"> Evaluation of proposal synopsis 	Client/Contracting Officer
<ul style="list-style-type: none"> Down-selection of contractors' high level proposals 	Contracting Officer/Client
Request for Solutions (RFS)	Lead
<ul style="list-style-type: none"> Develop performance-based work statement (PWS) and performance monitoring plan. 	Client/Contracting Officer
<ul style="list-style-type: none"> Funding document and other requirements 	Client
<ul style="list-style-type: none"> Develop detailed source selection criteria 	Contracting Officer/Client
<ul style="list-style-type: none"> Draft Request for Solution (RFS) 	Contracting Officer/Client
<ul style="list-style-type: none"> RFS posted to web-site for contractors remaining in competitive range 	COMMITS Staff
<ul style="list-style-type: none"> Contractor presentations/proposals 	Contractors
<ul style="list-style-type: none"> Evaluation of proposals (against RFS criteria) 	Client/Contracting Officer
<ul style="list-style-type: none"> Best value evaluation and proposal selected 	Client/Contracting Officer
<ul style="list-style-type: none"> Task order awarded 	Contracting Officer
Task Order Performance and Management	Lead
<ul style="list-style-type: none"> Task order quality assurance and surveillance 	Client/COMMITS Staff
<ul style="list-style-type: none"> Performance measures applied 	Client/COMMITS Staff
<ul style="list-style-type: none"> Reports analyzed & feedback provided 	COMMITS Staff
<ul style="list-style-type: none"> Other administrative requirements 	Contracting Officer/Client

COMMITS Standard Ordering Process



Appendix G – Template of Project Agreement

I. BACKGROUND AND PURPOSE

In this section provide high-level information that will orient the reader to the overall strategic purposes for task order requirement. Answer the questions: How did we get here? What are we trying to achieve? What long-term goals are served by this project?

Where possible, show linkage to agency Strategic Plans, including Strategic Information Technology plans, and Annual Performance Plans as well as other appropriate planning and budget documents. Are there background studies or decision documents that will educate the reader and help the reader understand the context for the project objectives. What previous initiatives have set the stage for this project? What other work is on-going that must be taken into account?

II. AUTHORITY

What agency authority is the work being conducted under? Again refer to the strategic, performance, budgeting and other planning documents. If significant committee decisions, internal or external organizations, public hearings or legislation have provided a basis for approval, or approved the project, refer to them here.

This section should state who is providing the empowerment and what objective the source selection authority or selection team is empowered to achieve. If there are restrictions on team empowerment these should also be stated.

Describe any review authority held by agency capital investment council or board with respect to this task order.

III. MEMBERS

Members of task order project teams can include a project manager/team leader, contracting officer(s), contracting officer representatives, counsel, budget officers, information technology analysts, customers and the like. The Project Manager/team leader has overall authority and responsibility for the successful accomplishment of the project objective and fulfillment of the terms of the Project Agreement. The selection and assignment of other team members will be made on the basis of the Project's cross-functional need.

The team membership serves the purpose of providing relevant expertise, authority and interest for the accomplishment of the team's objectives. It is not necessary that all of the expertise, resources and interests be represented in the form of team membership, however all relevant interests should be represented on the team. In addition, team size and membership will depend on the scope and size of the task order acquisition.

(At the discretion of the team, the membership list may not or may not be published.)

IV. STATEMENT OF NEED

Clearly and directly state the task order objective and statement of need in objective terms of the agency strategic objectives and program mission. The objective should be synonymous with

the purpose of the Project Team's existence. The objective should be a high-level statement of requirements. Avoid describing or indicating the means by which the objective is to be achieved. Avoid issuing vision statements that are overly restrictive or specific which might preclude other approaches that can achieve the same objective.

V. APPROACH

This section very broadly describes how the Project Team plans to meet its objectives. How will the Project Team approach its task? Will other government agencies or other departments of your agency participate? If so, how will that be done?

What is the acquisition process that you will use? Does it deviate from the COMMITTS Standard Ordering Process?

Provide examples where needed to clarify important points in the process.

VI. MILESTONES AND OTHER TASK ORDER INFORMATION

State the high-level project milestones. These milestones should indicate key points in the process and key deliverables in satisfaction of overall task order objectives.

Include the period of performance.

Include the location of where work could be performed -- on-site, at the contractor's facility, or no preference?

What type of pricing scheme does the project team envision for this task order? Firm fixed-price, fixed-price award fee, cost-plus fixed fee, or cost-plus award fee?

Will government-furnished equipment or software be provided?

Include other information the team feels will be necessary for the contractors to consider when developing their high level proposal.

How and when are high level proposals due? Are written and/or oral proposals desired?

VII. ESTIMATED VALUE

Estimate the total cost of achieving the project objective. Where appropriate, the estimate may be stated by fiscal year, or made subject to budget availability. The estimate might also be broken down to show total program costs, acquisition costs, and cost of in-house personnel. However, these breakdowns may be inappropriate where the decision as to how these costs are to be distributed may be determined at a later point in the process. It is better to state the overall cost along with a general description of what the cost includes, rather than to itemize costs into categories which introduce barriers later in the process. The basis for the estimate may be referred to as a separate document.

VIII. EVALUATION CRITERIA

How will the high level proposal be evaluated?

Provided below is a suggested format for identifying best-value factors for high-level proposal evaluations. ***The actual factors (with the exceptions noted) and relative weighting should be tailored to each requirement.***

A. Past Performance⁸

Weight: Most important evaluation factor

List the specific areas of your past performance requirements that will be evaluated. These areas should correspond with, and relate to, specific statement of need.

B. Technical/Management Approach:

Weight: Second in importance, but significantly more important than cost/price.

List the specific areas of your technical/management requirements that will be evaluated. These areas should correspond with, and relate to, specific SOW requirements.

C. Cost /Price

Weight: Less important than technical/management approach but more important than the teaming arrangement.

D. Teaming Arrangement⁹

Weight: Last in importance, ***a positive or neutral adjective rating should be assigned to this evaluation factor.***

This factor considers the contractors teaming arrangement with subcontractors. Are the proposed subcontractors small businesses?

E. Other Criteria (if applicable):

List any other evaluation criteria important to you, and the associated weighting.

IX. EXECUTION

The project agreement should be signed by the project team leader (and, as an alternative, by team members as well) and by agency management officials at a level above the project team leader with key authority, responsibility or influence over the task order.

⁸ This factor is ***a mandatory evaluation factor*** under COMMITTS. The relative weight and importance of this factor is left to the discretion of the project team.

⁹ This factor is ***a mandatory evaluation factor*** under COMMITTS, and recognizes the importance of the COMMITTS program's focus on small business. The relative weight and importance of this factor is left to the discretion of the project team.

Appendix H – Template for Request for Solutions

Contract Number:
Task Order Number:
COMMITTS Tracking Number:

1. Contracting Officer Representative (CORs):

a. Primary COR

Name:
Organization:
Address:
Phone No.:
Fax No.:
Email Address

b. Alternate COR's

Name:
Organization:
Address:
Phone No.:
Fax No.:
Internet Address:

2. Task Order Title: (A short, descriptive title of the work to be done.)

SECTION A - SOLICITATION/TASK ORDER FORM

SF 26 is preferred. At a minimum the TO form must contain:

1. Contract No.
2. Task order No.
3. Date Issued
4. Issuing office
5. Proposal due date and address (if different from issuing office)
6. POC name and telephone for information
7. Name and address of contractor offeror
8. Government Ordering Officer Name (Print and Signature) and Date
9. Offeror Person authorized to sign (Print and Signature) and Date

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

- Include appropriate pricing tables based on the selected task order type.

SECTION C – PERFORMANCE BASED WORK STATEMENT

- **Background:** Provide a current environment description: Examples of items that normally would be included are: number of users, performance levels, hardware/software configuration, examples of labor categories, current workload projections. Provide reasons why this effort is required, any parallel efforts, current or prior procurements, task orders, other agency activities and/or industry efforts. If the project relates to project solutions already accomplished or ongoing through other procurement vehicles, so state. If supporting documents exist and can assist the contractors' understandings of the requirements attach a copy to the PWS.

(Information included in the Project Agreement can reiterated used here.)

- **Statement of Objectives:** A concise overview of customer requirements and problems in need of solution and goals towards the performance results of the TO.
:
- **Specific Tasks:** Office of Federal Procurement Policy (OFPP) guidance on solution and/or performance-based work statements is as follows: The solution and/or Performance Work Statement (PWS) describes the customers' requirements the contractor must meet in performance of the task order contract. The (PWS) will address what the customer needs -- not how the project should be accomplished. It must also specify a measure or standard of performance for the required results and the quality level the government requires the contractor to provide.
- Identify only those outcomes that are essential to project success and should be a part of the performance requirement summary. Express the required outcomes in clear, concise, commonly used, understandable, measurable terms. Do not repeat material in the PWS that is already included in other parts of the task order. Do not include detailed procedures that dictate how work is to be accomplished by the contractor (e.g., numbers of labor hours, education requirements).
- To the maximum extent practicable, the PWS must be a stand-alone document, with minimum references to regulations or other guidance. Only mandatory requirements should be referenced.

In summary, the key elements of performance based work statements are:

1. a statement of the required services in terms of outcome or output,
 2. measurable performance standard for the outcomes/output, and
 3. reasonable quality measures.
- **Alternate Process:** Based on the customer's Project Agreement and statement of need, Contractors can as part of their solution provide the performance-based statement of work.

SECTION D - PACKAGING AND MARKING

- At a minimum, state any special requirements that exceed the contract requirement.

SECTION E - INSPECTION AND ACCEPTANCE

- Include the Quality Assurance Plan.
- Identify designated representative(s) who will inspect, and be responsible for, the review and acceptance of all deliverables under the TO prior to acceptance by the CO identified in the TO via approving the Contractor's invoice, unless other procedures are specified in the TO.

SECTION F - DELIVERIES OR PERFORMANCE **

- **Period of performance:** State beginning, completion and/or total performance in calendar days after the effective date of the task order, e.g., 180 calendar days after the task order effective date. Identify base period and options, if applicable.
- **Deliverable/delivery schedule:** Describe precisely the items to be delivered and the time period in terms of calendar days after TO award.
- Specify delivery of supplies, services, written documents, etc. (including required formats, delivery locations, and delivery schedules).
- **Can be contractor determined as part of solution proposal. See alternative process in Section C above.

SECTION G - TO ADMINISTRATION DATA

- Identify Task Order Contracting Officer or delegated official.
- Specify billing instructions (invoice requirements, accounting office, number copies, ACH information, etc.).

SECTION H - SPECIAL TO REQUIREMENTS

- Provide any special instructions, conditions, notices, etc., applicable to the TO.
- Identify Government Furnished Equipment/Government Furnished Information (GFE/GFP)(with associated dollar amounts) and any limitations that will be provided to the contractor.
- Specify special security clearance requirements and the level of classified access required – indicate on DD-254 or other appropriate form incorporated into each TO requesting access to classified information.
- Indicate if exclusion on future task orders/contract is a possibility, i.e. conflict of Interest.

SECTION J - LIST ATTACHMENTS

- List any attachments referenced in the RFS, and attach award fee plan (if applicable).

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- Tailor this section to identify the proposal format and submission instructions.
- Include technical, business management, past performance, key personnel, oral presentation and/or capability demonstration proposals requirements.
- Include cost/price proposal requirements.
- Ensure proposal submission requirements are linked to Section M evaluation criteria.
- Specify proposal drop-off address and number of copies
- Specify page limits, margins, size paper, line spacing, font size, preference for recycled paper, and soy based ink, etc.
- Specify whether or not an electronic copy of oral presentation slides and/or the written proposal are required.
- **If written presentation/proposal documentation is required, the following is generally applicable:**
 - The technical/management portion must be separated from the cost/price portion.
 - The technical/management portion should be limited to 50 pages or less.
 - The cost/price portion shall generally be limited to 10 pages and include the completed form shown in Appendix G.
- Specify that contractor concerns over task order award evaluation process/selection decisions should be referred to the COMMITTS Task Order Ombudsman.
- Specify that the ratings for each evaluation criterion will be provided to contractors at their debriefing (which may be followed up with a meeting to provide more specific details upon written request from the contractors).
- Notify contractors that no cost/price information other than that required in the subsequent table shall be provided unless otherwise indicated in the RFS. Any additional information requested by the TOCO shall be kept to a minimum to enable Contractors to minimize their bid and proposal costs.
- For all task orders, no certificate of current cost and pricing data is required since there is adequate price competition in accordance with FAR 15.804-3(b).

SECTION M - EVALUATION FACTORS FOR AWARD

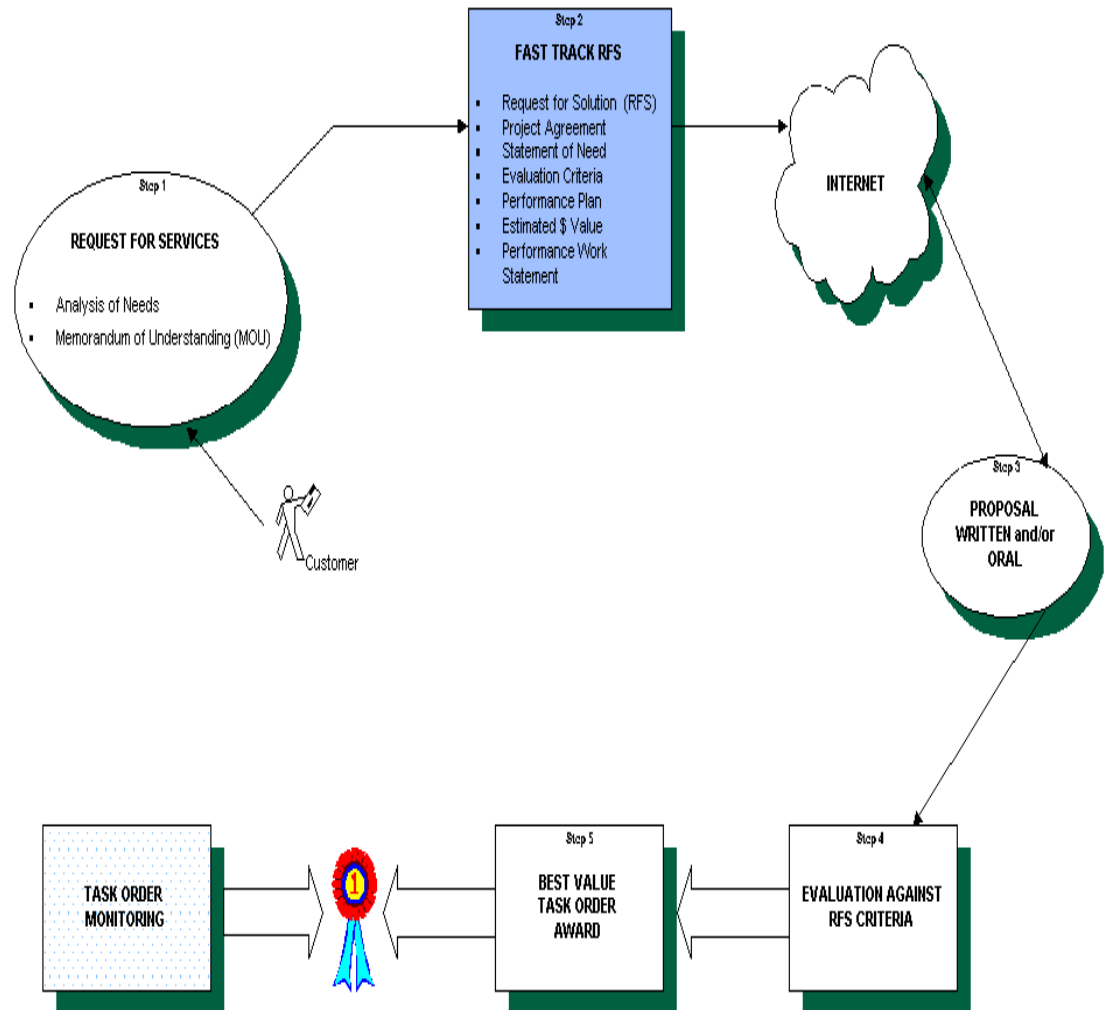
- Indicate that the Government reserves the right to make award based on initial offers. State that TO award(s) will be made to the offeror(s) whose proposal is determined to best meet the needs of the Government after consideration of all factors -- provides the "best value."

- “Best value,” is defined as the procurement process that results in the most advantageous acquisition decision for the Government and is performed through an integrated assessment and trade-off analysis between technical (e.g., past performance and business management approach) and cost/price factors.
- Caution offerors that in conducting the TO evaluation, the Government may use data provided by the offeror in its proposal as well as data obtained from other sources (e.g., Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead, including previously awarded COMMITIS TOs.) While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the offeror.
- Task Order RFS’s must cite the evaluation criteria to be used to support proposal evaluation and TO award. State the evaluation criteria as broad concepts such as management, technical approach, quality, cost, or similar descriptors. The relative importance of each evaluation factor should be stated. Past performance and small business teaming arrangements shall be an evaluation factor in all COMMITIS task orders unless otherwise authorized by the COMMITIS Contracting Officer.
- List the evaluation factors in relative order of importance. Examples of evaluation factors that can be tailored for each TO competition includes the following:
 - Technical Approach
 - Management Approach
 - Past Performance
 - Oral Presentation
 - Capability Demonstration/Benchmarking
 - Cost/Price
 - Team Arrangements

Appendix I – Commits Fast Track Ordering Process

Fast Track Ordering Process	
Acquisition Planning	Lead
• Initial contact between COMMITTS Program Office and Client	Client
• Prepare Procurement Package: Analysis/Alternatives, Price/Cost Estimates	Client/COMMITTS Staff
• Determination of appropriate functional area	Contracting Officer/Client
• Determine appropriate Task Order type & form	Contracting Officer/Client
• Notify Vendors of Pending Task Order action via Web Site	COMMITTS Staff
• Completion of COMMITTS service request (Memorandum of Understanding)	Client/COMMITTS Staff
Fast-Track Request For Solutions	Lead
• Develop Fast-Track Request for Solutions (FRFS)	Client/Contracting Officer
• Develop detailed source selection criteria	Contracting Officer/Client
• FRFS posted to web-site	COMMITTS Staff
• Contractor presentation/proposals	Contractors
• Evaluation of proposals (against FRFS criteria)	Client/Contracting Officer
• Best value evaluation and proposal selected	Client/Contracting Officer
• Task order awarded	Contracting Officer
Task Order Performance and Management	Lead
• Task order quality assurance and surveillance	Client/COMMITTS Staff
• Performance measures applied	Client/COMMITTS Staff
• Reports analyzed & feedback provided	COMMITTS Staff
• Other administrative requirements	Contracting Officer/Client

COMMITTS FastTrack Ordering Process



Appendix J – Commits Fast-Track Request for Solutions

Contract Number:
Task Order Number:
COMMITTS Tracking Number:

1. Contracting Officer Representative (CORs):

a. Primary COR

Name:
Organization:
Address:
Phone No.:
Fax No.:
Email Address

b. Alternate COR's

Name:
Organization:
Address:
Phone No.:
Fax No.:
Internet Address:

2. Task Order Title: (A short, descriptive title of the work to be done.)

SECTION A - SOLICITATION/TASK ORDER FORM

SF 26 is preferred. At a minimum the TO form must contain:

10. Contract No.
11. Task order No.
12. Date Issued
13. Issuing office
14. Proposal due date and address (if different from issuing office)
15. POC name and telephone for information
16. Name and address of contractor offeror
17. Government Ordering Officer Name (Print and Signature) and Date
18. Offeror Person authorized to sign (Print and Signature) and Date

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

- Include appropriate pricing tables based on the selected task order type.

SECTION C – PERFORMANCE BASED WORK STATEMENT

- **Background.** Provide a current environment description: Examples of items that normally would be included are: number of users, performance levels, hardware/software configuration, examples of labor categories, current workload projections. Provide reasons why this effort is required, any parallel efforts, current or prior procurements, task orders, other agency activities and/or industry efforts. If the project relates to project solutions already accomplished or ongoing through other procurement vehicles, so state. If supporting documents exist and can assist the contractors' understandings of the requirements attach a copy to the PWS.
- **Incumbent Information:** Include name and category of incumbent (i.e., Large, small, SDB, 8(a) women-owned).
- **Scope of work:** Identify the IT service functional area contained in the PWS
- **Statement of Objectives:** A concise overview of customer requirements and problems in need of solution and goals towards the performance results of the TO.
- **Specific Tasks:** Office of Federal Procurement Policy (OFPP) guidance on solution and/or performance-based work statements is as follows: The solution and/or Performance Work Statement (PWS) describes the customers' requirements the contractor must meet in performance of the task order contract. The (PWS) will address what the customer needs -- not how the project should be accomplished. It must also specify a measure or standard of performance for the required results and the quality level the government requires the contractor to provide.
- Identify only those outcomes that are essential to project success and should be a part of the performance requirement summary. Express the required outcomes in clear, concise, commonly used, understandable, measurable terms. Do not repeat material in the PWS that is already included in other parts of the task order. Do not include detailed procedures that dictate how work is to be accomplished by the contractor (e.g., numbers of labor hours, education requirements).
- To the maximum extent practicable, the PWS must be a stand-alone document, with minimum references to regulations or other guidance. Only mandatory requirements should be referenced.

In summary, the key elements of performance based work statements are:

4. a statement of the required services in terms of outcome or output,
 5. measurable performance standard for the outcomes/output, and
 6. reasonable quality measures.
- **Alternate Process:** Based on the customer's Project Agreement and statement of need, Contractors can as part of their solution provide the performance-based statement of work.

SECTION D - PACKAGING AND MARKING

- At a minimum, state any special requirements that exceed the contract requirement.

SECTION E - INSPECTION AND ACCEPTANCE

- Include the Quality Assurance Plan.
- Identify designated representative(s) who will inspect, and be responsible for, the review and acceptance of all deliverables under the TO prior to acceptance by the CO identified in the TO via approving the Contractor's invoice, unless other procedures are specified in the TO.

SECTION F - DELIVERIES OR PERFORMANCE **

- **Period of performance:** State beginning, completion and/or total performance in calendar days after the effective date of the task order, e.g., 180 calendar days after the task order effective date. Identify base period and options, if applicable.
- **Deliverable/delivery schedule:** Describe precisely the items to be delivered and the time period in terms of calendar days after TO award.
- Specify delivery of supplies, services, written documents, etc. (including required formats, delivery locations, and delivery schedules).
- **Can be contractor determined as part of solution proposal. See alternative process in Section C above.

SECTION G - TO ADMINISTRATION DATA

- Identify Task Order Contracting Officer or delegated official.
- Specify billing instructions (invoice requirements, accounting office, number copies, ACH information, etc.).

SECTION H - SPECIAL TO REQUIREMENTS

- Provide any special instructions, conditions, notices, etc., applicable to the TO.
- This section should state who is what objective the source selection authority or selection team is empowered to achieve. If there are restrictions on team empowerment these should also be stated.
- Describe any review authority held by agency capital investment council or board with respect to this task order.
- **Task Order Team Members.** Members of task order project teams can include a project manager/team leader, contracting officer(s), contracting officer representatives,

counsel, budget officers, information technology analysts, customers and the like. The Project Manager/team leader has overall authority and responsibility for the successful accomplishment of the project objective and fulfillment of the terms of the task order. The selection and assignment of other team members will be made on the basis of the Project's cross-functional need.

The team membership serves the purpose of providing relevant expertise, authority and interest for the accomplishment of the team's objectives. It is not necessary that all of the expertise, resources and interests be represented in the form of team membership, however all relevant interests should be represented on the team. In addition, team size and membership will depend on the scope and size of the task order.

(At the discretion of the team, the membership list may not or may not be published.)

- Identify Government Furnished Equipment/Government Furnished Information (GFE/GFP)(with associated dollar amounts) and any limitations that will be provided to the contractor.
- Specify special security clearance requirements and the level of classified access required – indicate on DD-254 or other appropriate form incorporated into each TO requesting access to classified information.
- Indicate if exclusion on future task orders/contract is a possibility, i.e. conflict of Interest.

SECTION J - LIST ATTACHMENTS

- List any attachments referenced in the RFS, and attach award fee plan (if applicable).

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- Tailor this section to identify the proposal format and submission instructions.
- Include technical, business management, past performance, key personnel, oral presentation and/or capability demonstration proposals requirements.
- Include cost/price proposal requirements.
- Ensure proposal submission requirements are linked to Section M evaluation criteria.
- Specify proposal drop-off address and number of copies
- Specify page limits, margins, size paper, line spacing, font size, preference for recycled paper, and soy based ink, etc.
- Specify whether or not an electronic copy of oral presentation slides and/or the written proposal are required.
- **If written presentation/proposal documentation is required, the following is generally applicable:**

- The technical/management portion must be separated from the cost/price portion.
- The technical/management portion should be limited to 50 pages or less.
- The cost/price portion shall generally be limited to 10 pages and include the completed form shown in Appendix G.
- Specify that contractor concerns over task order award evaluation process/selection decisions should be referred to the COMMITTS Task Order Ombudsman.
- Specify that the ratings for each evaluation criterion will be provided to contractors at their debriefing (which may be followed up with a meeting to provide more specific details upon written request from the contractors).
- Notify contractors that no cost/price information other than that required in the subsequent table shall be provided unless otherwise indicated in the RFS. Any additional information requested by the TOCO shall be kept to a minimum to enable Contractors to minimize their bid and proposal costs.
- For all task orders, no certificate of current cost and pricing data is required since there is adequate price competition in accordance with FAR 15.804-3(b).

SECTION M - EVALUATION FACTORS FOR AWARD

- Indicate that the Government reserves the right to make award based on initial offers. State that TO award(s) will be made to the offeror(s) whose proposal is determined to best meet the needs of the Government after consideration of all factors -- provides the "best value."
- "Best value," is defined as the procurement process that results in the most advantageous acquisition decision for the Government and is performed through an integrated assessment and trade-off analysis between technical (e.g., past performance and business management approach) and cost/price factors.
- Caution offerors that in conducting the TO evaluation, the Government may use data provided by the offeror in its proposal as well as data obtained from other sources (e.g., Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead, including previously awarded COMMITTS TOs.) While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the offeror.
- Task Order RFS's must cite the evaluation criteria to be used to support proposal evaluation and TO award. State the evaluation criteria as broad concepts such as management, technical approach, quality, cost, or similar descriptors. The relative importance of each evaluation factor should be stated. Past performance and small business teaming arrangements shall be an evaluation factor in all COMMITTS task orders unless otherwise authorized by the COMMITTS Contracting Officer.
- List the evaluation factors in relative order of importance. Examples of evaluation

factors that can be tailored for each TO competition includes the following:

- Technical Approach
- Management Approach
- Past Performance
- Oral Presentation
- Capability Demonstration/Benchmarking
- Cost/Price
- Team Arrangements

Appendix K – GLOSSARY

ADR -- Alternate Dispute Resolution Procedures

CO -- Contracting Officer

COR -- Contracting Officer's Representative (e.g., COTR)

DPA -- Delegation of Procurement Authority

EDI -- Electronic Data Interchange

FAR -- Federal Acquisition Regulation

FPDS -- Federal Procurement Data System

GFP/GFI -- Government Furnished Property/Information

GSA -- General Services Administration

ID/IQ -- Indefinite Delivery Indefinite Quantity

ISE -- Information Systems Engineering

ISS -- Information System Security Support Services

IT -- Information Technology

PM -- COMMITTS Project Manager within the Special Project Office (COMMITTS Program Office)

Requesting Activity -- Either the Governmental agency's COMMITTS Point of Contact or the technical office that has the requirement

SOM -- Systems Operations & Management

PWS -- Performance-based Work Statement

COMMITTS Program Office -- Special Project Office

TO -- Task Order

TOCE -- Task Order Cost Estimate

TOCO -- Task Order Contracting Officer